

EB 09 1998

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMADOROTHY A. EVANS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

IN RE: SUSAN ELAINE HAMILTON,)	
)	
)	Case No. 97-04618-M
)	(Chapter 7)
Debtor.)	
)	
USAA FEDERAL SAVINGS BANK,)	
)	
Plaintiff,)	
)	
v.)	Adversary No. 97-0423-M
)	
SUSAN ELAINE HAMILTON,)	
)	
Defendant.)	

JOURNAL ENTRY OF JUDGMENT

NOW on this 6th day of ^{February} ~~January~~, 1998, this matter came on for consideration on the stipulation of the parties. Plaintiff appeared by Theodore P. Gibson, its attorney of record, and the Defendant appeared by Cynthia D. Hess, her attorney of record. Both parties announced that a settlement had been reached under the following terms, conditions and stipulations:

1. The Court has full and complete jurisdiction and venue over this Adversary Proceeding and the Parties.
2. This is a core proceeding.
3. Defendant obtained a credit card from Plaintiff, and in the months immediately proceeding her filing for relief under the Bankruptcy Code, incurred charges and cash advances in the principal sum of \$5,390.62.
4. It is agreed that the said sum of \$5,390.62 is non-dischargeable and that Judgment should be granted the Plaintiff in that amount, plus interest, attorney's fees and accrued and accruing costs.

DOCKETED 2-9, 1998
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

5

5. It is further agreed that if the Defendant pays the Plaintiff the sum of \$5,390.62 plus actual costs of \$150.00 in 36 consecutive monthly payments from February 15, 1998 such payments will be accepted as a full and complete settlement of this obligation.

6. However, if the Defendant defaults under the terms of this settlement, the Plaintiff shall have a final judgment against the Defendant in the full sum of \$5,390.62 (less any payments made) plus interest, attorney's fees and costs to be assessed by the Court.

7. Should the Defendant default in any payment, written notice of default shall be given to the debtor and her attorney prior to requesting the Court grant the additional fees, interest and costs as aforesaid.

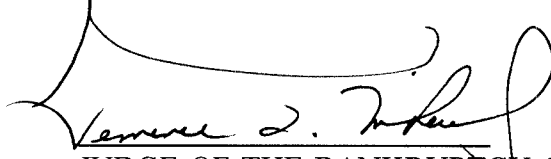
The Court having reviewed, and approved the stipulations of the parties, finds, and it is ORDERED, ADJUDGED AND DECREED that USAA Federal Savings Bank, is granted a judgment against the Defendant Susan Elaine Hamilton and each of them for the principal sum of \$5,390.62 plus accrued and accruing interest, attorney's fees, and accrued and accruing costs; and the same is hereby determined to be non-dischargeable; and it is

FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT that the Defendant Susan Elaine Hamilton be, and is hereby granted a stay of execution conditioned upon her payments to the Plaintiff of the sum of \$5,389.62 plus actual costs of \$150.00, payable in equal, consecutive, monthly payments of \$154.00 per month for a period of 35 months commencing February 15, 1998 and a final payment of \$151.00 until the said sum is paid in full; and it is

FURTHER ORDERED, ADJUDGED AND DECREED that this judgment shall be satisfied in full upon the payment of the said \$5,390.62 plus \$150.00 in actual costs, if said

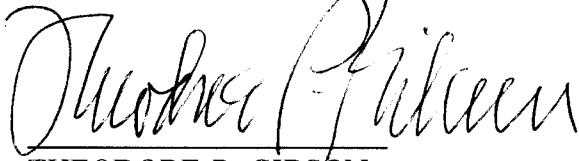
payments are timely made as set forth above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Defendant defaults in the terms of this Journal Entry, written notice of default shall be given to the debtor and her attorney prior to requesting additional relief from the Court.



JUDGE OF THE BANKRUPTCY COURT

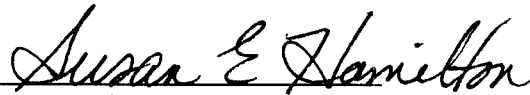
APPROVED AS TO FORM AND CONTENT:



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Susan Elaine Hamilton, Defendant